

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS**

THOR CREDIT CORPORATION

PLAINTIFF

V.

NO. 05-5056

**STEVE SMITH AUTO GROUP IV LLC,
d/b/a ROAD SHOW OF ARKANSAS**

DEFENDANT

CONSENT JUDGMENT

On this day the complaint of Thor Credit Corporation (“Thor”) against Defendant Steve Smith Auto Group IV LLC, d/b/a Road Show of Arkansas (“Road Show”) came on to be heard before the Court. Upon consideration of the pleadings, statements of counsel, other evidence and proof and the Court being fully advised hereby finds and orders as follows:

1. Thor and Road Show consent and agree that this Court has jurisdiction over the subject matter and parties to this action and venue is proper.

2. The retail sales contracts which are the subject of this action have been subsequently assigned to E*TRADE Bank and thereafter reassigned to Thor for the purpose of collection. Nothing herein shall effect the liability of the borrowers under the contract and Thor and/or it’s successors and assigns shall retain rights in such contracts until paid in full.

3. Since the filing of the complaint, the breach of assignment and warranty on the Powers Contract has been cured.

4. Since the filing of the complaint, the parties believe that the breach of assignment and warranty on the Corhn Contract is in the process of being cured and have agreed that Thor’s claims against Road Show related to the Corhn Contract will be dismissed without prejudice.

5. Road Show is indebted to Thor for breach of assignment and warranty pursuant with respect to the Lormand Contract as set forth in the complaint of Thor filed in this action. Thor is entitled to judgment for damages

against Road Show for the amount of the debt for the unpaid amount of the Lormand Contract plus the unpaid amount of the Lormand trade-in. The unpaid amount of the Lormand Contract together with interest thereon as of December 15, 2005 is \$102,039.74 and the unpaid balance of the Lormand trade-in is \$81,072.74.

6. Road Show shall be entitled to credit against the judgment granted herein for collections received and retained on the Lormand Account.

7. Thor is entitled to and is hereby granted a money judgment against Road Show, in the amount of \$ 183,112.48 plus post-judgment interest from the date of this judgment until paid, court costs incurred and a reasonable attorney's fee in the amount of \$ 13,500.00.

8. Thor's claims related to the Corhn contract shall be dismissed without prejudice.

IT IS SO ORDERED.

/s/ JIMM LARRY HENDREN
UNITED STATES DISTRICT JUDGE

DATE: JANUARY 6, 2006

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